

# **EXHIBIT A**



## Supreme Court of Pennsylvania

**Court of Common Pleas**  
**of the Commonwealth of Massachusetts**

## Dauphin

**County**

<i>For Prothonotary Use Only:</i>	
Docket No:	2011 CV 11903 CV
	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

<b>S E C T I O N  A</b>	<b>Commencement of Action:</b>				
	<input type="checkbox"/> Complaint	<input checked="" type="checkbox"/> Writ of Summons	<input type="checkbox"/> Petition		
	<input type="checkbox"/> Transfer from Another Jurisdiction		<input type="checkbox"/> Declaration of Taking		
	<b>American Education</b>				
	<b>Lead Plaintiff's Name:</b> Allison M. Linko and Nicholas Linko		<del>Lead Defendant's Name: Services, Pennsylvania Higher Education</del>		
	<b>Are money damages requested?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Dollar Amount Requested:</b> (check one) <input checked="" type="checkbox"/> within arbitration limits <input type="checkbox"/> outside arbitration limits		
<b>Is this a <i>Class Action Suit</i>?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Is this an <i>MDJ Appeal</i>?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>Name of Plaintiff/Appellant's Attorney:</b> Vicki Piontek, Esquire					
<input type="checkbox"/> <b>Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)</b>					

<p><b>Nature of the Case:</b> Place an "X" to the left of the <b>ONE</b> case category that most accurately describes your <b>PRIMARY CASE</b>. If you are making more than one type of claim, check the one that you consider most important.</p>		
<p><b>TORT</b> (do not include Mass Tort)</p> <p><input type="checkbox"/> Intentional  <input type="checkbox"/> Malicious Prosecution  <input type="checkbox"/> Motor Vehicle  <input type="checkbox"/> Nuisance  <input type="checkbox"/> Premises Liability  <input type="checkbox"/> Product Liability (does not include mass tort)  <input type="checkbox"/> Slander/Libel/ Defamation  <input checked="" type="checkbox"/> Other:  <u>15 USC 1692 et. seq.</u></p> <hr/> <hr/>	<p><b>CONTRACT</b> (do not include Judgments)</p> <p><input type="checkbox"/> Buyer Plaintiff  <input type="checkbox"/> Debt Collection: Credit Card  <input type="checkbox"/> Debt Collection: Other</p> <hr/> <hr/> <p><input type="checkbox"/> Employment Dispute:  Discrimination  <input type="checkbox"/> Employment Dispute: Other</p> <hr/> <hr/> <p><input type="checkbox"/> Other:</p> <hr/> <hr/>	<p><b>CIVIL APPEALS</b></p> <p>Administrative Agencies</p> <p><input type="checkbox"/> Board of Assessment  <input type="checkbox"/> Board of Elections  <input type="checkbox"/> Dept. of Transportation  <input type="checkbox"/> Statutory Appeal: Other</p> <hr/> <hr/> <p><input type="checkbox"/> Zoning Board  <input type="checkbox"/> Other:</p> <hr/> <hr/>
<p><b>MASS TORT</b></p> <p><input type="checkbox"/> Asbestos  <input type="checkbox"/> Tobacco  <input type="checkbox"/> Toxic Tort - DES  <input type="checkbox"/> Toxic Tort - Implant  <input type="checkbox"/> Toxic Waste  <input type="checkbox"/> Other:</p> <hr/> <hr/>	<p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> Ejectment  <input type="checkbox"/> Eminent Domain/Condemnation  <input type="checkbox"/> Ground Rent  <input type="checkbox"/> Landlord/Tenant Dispute  <input type="checkbox"/> Mortgage Foreclosure: Residential  <input type="checkbox"/> Mortgage Foreclosure: Commercial  <input type="checkbox"/> Partition  <input type="checkbox"/> Quiet Title  <input type="checkbox"/> Other:</p> <hr/> <hr/>	<p><b>MISCELLANEOUS</b></p> <p><input type="checkbox"/> Common Law/Statutory Arbitration  <input type="checkbox"/> Declaratory Judgment  <input type="checkbox"/> Mandamus  <input type="checkbox"/> Non-Domestic Relations  <input type="checkbox"/> Restraining Order  <input type="checkbox"/> Quo Warranto  <input type="checkbox"/> Replevin  <input type="checkbox"/> Other:</p> <hr/> <hr/>
<p><b>PROFESSIONAL LIABILITY</b></p> <p><input type="checkbox"/> Dental  <input type="checkbox"/> Legal  <input type="checkbox"/> Medical  <input type="checkbox"/> Other Professional:</p> <hr/> <hr/>		

IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY, PENNSYLVANIA

Allison M. Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

and

Nicholas Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

Vs.

Plaintiffs

American Education Services  
1200 North 7<sup>th</sup> Street  
Harrisburg, PA 17102

and

Pennsylvania Higher Education  
Assistance Agency (PHEAA  
1200 North 7TH Street  
HARRISBURG, PA 17102

and

John Does 1-10

and

XYZ Corporations

Defendant(s)

Civil Action-Law

2011 DEC 19 PM 2:11  
DAUPHIN COUNTY  
PENNSYLVANIA  
PROBATE & DOMESTIC  
DIVISION  
CLERK'S OFFICE  
CLERK OF COURT

2011 CV 11903 CV

DA  
TFR

**PRECIPICE TO ISSUE WRIT OF SUMMONS**

To: The Prothonotary:

Kindly issue a WRIT OF SUMMONS against the above captioned Defendants.

Vicki Piontek  
Vicki Piontek, Esquire  
Attorney for Plaintiff  
951 Allentown Road  
Lansdale, PA 19446  
877-737-8617  
palaw@justice.com  
Fax: 866-408-6735

12-15-2011  
Date

IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY, PENNSYLVANIA

Allison M. Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

and

Nicholas Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

Vs.

Plaintiffs

American Education Services  
1200 North 7<sup>th</sup> Street  
Harrisburg, PA 17102

and

Pennsylvania Higher Education  
Assistance Agency (PHEAA  
1200 North 7TH Street  
HARRISBURG, PA 17102

and

John Does 1-10

and

XYZ Corporations

Civil Action-Law

2011 CV 11903 CV

Defendant(s)

Jury Trial Demanded

**WRIT OF SUMMONS**

TO: American Education Services  
1200 North 7<sup>th</sup> Street  
Harrisburg, PA 17102  
and  
Pennsylvania Higher Education  
Assistance Agency (PHEAA  
1200 North 7TH Street  
HARRISBURG, PA 17102  
and  
John Does 1-10  
and  
X,Y,Z Corporations

You are notified that Allison M. Linko and Nicholas Linko have commenced an action  
against you.

SEAL OF  
THE  
COURT

Prothonotary

Date

DEC 19 2011

By Deeann Becth

RECEIVED  
OFFICE OF THE  
PROTHONOTARY  
DAUPHIN COUNTY  
PENNSYLVANIA

# **EXHIBIT B**

IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY, PENNSYLVANIA

Allison M. Linko	:	
757 Lake Spangenber Road	:	
Lake Ariel, PA 18436	:	
and	:	
Nicholas Linko	:	
757 Lake Spangenber Road	:	Civil Action-Law
Lake Ariel, PA 18436	:	
Vs.	Plaintiffs	:
American Education Services	:	
1200 North 7 <sup>th</sup> Street	:	
Harrisburg, PA 17102	:	
and	:	2011 CV 11903
Pennsylvania Higher Education	:	
Assistance Agency (PHEAA	:	
1200 North 7TH Street	:	
HARRISBURG, PA 17102	:	
and	:	
John Does 1-10	:	Jury Trial Demanded
and	:	
XYZ Corporations	:	
	Defendant(s)	:

RECEIVED  
OFFICE OF  
PROTHONOTARY

2012 JAN 31 AM 8:33

DAUPHIN COUNTY  
PENNA

**COMPLAINT**

**INTRODUCTION**

1. This is a lawsuit for damages brought by an individual consumer for Defendant(s)' alleged violations of the Telephone Consumer Protection Act, 47 USC § 227 et. seq. (hereinafter "TCPA"), as well as for Defendant(s) alleged violation of Pennsylvania's Fair Credit Extension Uniformity Act, 73 PS 2270 et. seq, and Pennsylvania's Unfair Trade and Consumer Protection Act, 73 PS 201 et. seq.

## **JURISDICTION AND VENUE**

2. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint
3. Venue is proper in this jurisdiction because Defendant(s) regularly transact(s) business throughout this jurisdiction.
4. Defendant obtains the benefit(s) of regularly transacting business in this jurisdiction.
5. A substantially portion of the conduct complained of occurred in this jurisdiction.

## **PARTIES**

6. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.
7. Plaintiffs are the following.

Allison M. Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436  
and  
Nicholas Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

8. Defendants are the following.

- a. American Education Services, 1200 North 7<sup>th</sup> Street, Harrisburg, PA 17102
- b. Pennsylvania Higher Education Assistance Agency (PHEAA) 1200 North 7TH Street, HARRISBURG, PA 17102.
- c. Defendants may include John Does 1-10, persons whose names and identities are not known to Plaintiff at this time, or whose liability is not known, but which may become known to Plaintiff following discovery. It is believed and averred that such Does played a substantial role in the commission of the acts described in this Complaint.
- d. Defendants may include X,Y,Z Corporations, business entities whose names and identities are not known to Plaintiff at this time, or whose liability is not known, but which may become known to Plaintiff following discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this Complaint.

**COUNT ONE: VIOLATION OF THE TELEPHONE  
CONSUMER PROTECTION ACT (TCPA) 47 USC § 227 ET. SEQ.**

9. The previous paragraphs are incorporated by reference and made a part of this complaint.

10. In 1991, Congress enacted the Telephone Consumer Protection Act, 47 U.S.C. § 227 (TCPA), in response to a growing number of consumer complaints regarding certain telemarketing practices.

11. The TCPA regulates, among other things, the use of automated telephone equipment, or “autodialers.” Specifically, the plain language of section 227(b)(1) (B) generally prohibits any telephone call to a residential telephone lines using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party.

12. 47 U.S.C. § 227(b)(1)(B) states in pertinent part:

(b) Restrictions on use of automated telephone equipment

(1) **Prohibitions**

It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States-

\*\*\*\*\*

(B) to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes or is exempted by rule or order by the Commission under paragraph (2)(B);

13. On January 4, 2008, the FCC released a Declaratory Ruling confirming that autodialed and prerecorded message calls to a wireless number by a creditor (or on behalf of a creditor) are permitted only if the calls are made with the "prior express consent" of the called party. *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991 ("FCC Declaratory Ruling")*, 23 F.C.C.R. 559, 23 FCC Rcd. 559,43 Communications Reg. (P&F) 877, 2008 WL 65485 (F.C.C.) (2008).
14. The FCC "emphasize[d] that prior express consent is deemed to be granted only if the wireless number was provided by the consumer to the creditor, and that such number was provided during the transaction that resulted in the debt owed." *FCC Declaratory Ruling*, 23 F.C.C.R. at 564-65 (10).
15. According to findings by the Federal Communication Commission ("FCC"), the agency Congress vested with authority to issue regulations implementing the TCP A, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls, and such calls can be costly and inconvenient. The FCC also recognized that wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used. *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003).

16. Under the TCPA and pursuant to the FCC's January 2008 Declaratory Ruling, the burden is on Defendants to demonstrate that Plaintiff provided express consent within the meaning of the statute. *See FCC Declaratory Ruling*, 23 F.C.C.R. at 565 (10).
17. At all times relevant, Plaintiff was a "person" as defined by 47 U.S.C. § 153(10).
18. At a certain time, prior to 2011, Plaintiff engaged in a consumer credit transaction which was the subject of Defendant's collection activity.
19. Plaintiff's account went into collections, and the account was referred to Defendant(s) for the purpose of collection.
20. Defendant contacted Plaintiff on Plaintiff's residential telephone using a prerecorded automated telephone message.
21. The complained of telephone calls did not constitute calls not for emergency purposes as defined by 47 U.S.C. § 227(b)(1) et. seq.
22. At no time did Plaintiff expressly consent to receive artificial or prerecorded telephone messages at Plaintiff's residential telephone line from the original creditor.
23. Under the TCPA and pursuant to the FCC's January 2008 Declaratory Ruling, the burden is on Defendant to demonstrate that Plaintiff provided express consent within the meaning of the statute.

24. After receiving several automated pre-pre-recorded calls from Defendant(s), Plaintiffs sent Defendants(s) two separate cease and desist letters notifying Defendant(s) the Plaintiffs were represented by an attorney, and furnishing such attorney's full contact information. Such cease and desist letters also requested that Defendants stop the automated pre-recorded calls to Plaintiffs' residential telephone line. See attached exhibits.

25. Defendant(s) duly received such cease and desist letters. See attached exhibits.

26. Defendant(s) refused to stop the automated pre-recorded phone calls to Plaintiffs' residential telephone line, and continue to make such calls despite the above referenced cease and desist request, and despite having been warned the Plaintiffs were represented by an attorney.

**COUNT TWO: VIOLATION OF Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS.**

**201 et. seq.**

27. The preceding paragraphs of this complaint are incorporated by reference.
28. Plaintiff is a consumer debtor as defined by Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq.
11. Defendant is a debt collector as defined by Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq.
12. Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq. prohibit any unlawful attempt to collect a consumer debt.

13. The aforementioned misconduct by Defendant is also a violation of Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq. because it was an unlawful attempt to collect a consumer debt. A violation of the TCPA would also be a per se violation of Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq.
14. Defendant(s) also violated Pennsylvania's Fair Trade Extension Uniformity as Act, 73 PS 2270.1 et. seq. and Pennsylvania's Unfair Trade and Consumer Protection Law, 73 PS. 201 et. seq. because Defendant(s) continued to contact consumer debtor Plaintiff Allison Linko who had notified Defendant(s) that she was represented by and attorney.
15. Defendant(s) knew or should have known that Plaintiff Allison Linko was represented by an attorney, and still continued to contact Plaintiff Allison Linko despite Defendant(s)' knowledge of such attorney representation.

## LIABILITY

29. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.
30. Defendant(s) is liable to Plaintiff(s) for the acts committed by its agents under the doctrine of respondeat superior because Defendant's agents were acting within the scope of their employment with Defendant.
31. In the alternative, Defendant is liable to Plaintiff(s) under the doctrine of negligent supervision.
32. In the alternative, Defendant is liable to Plaintiff(s) under the doctrine of the non-delegable duty.
33. In the alternative, Defendant(s) is liable for the conduct of its agents / employees under the theory of joint and several liability because Defendant and its agents / employees were engaged in a joint venture and were acting jointly and in concert.
34. Any mistake made by Defendant would have included a mistake of law.
35. Any mistake made by Defendant would not have been a reasonable bona fide mistake.

## DAMAGES

36. All previous paragraphs of this complaint are incorporated by reference and made a part of this portion of the complaint.
37. At least \$1.00 actual damages, including but not limited to phone, fax, stationary, postage, mileage etc.
38. Plaintiff believes and avers that Plaintiff is entitled to \$1,000.00 statutory under the FDCPA 15 USC 1692k.
39. Plaintiffs believe and avers that Plaintiffs are each entitled to at least \$1,500.00 per call that Plaintiff received from Defendant(s) in violation of TCPA, because Plaintiff requested Defendant(s) stop the automated calls, and Defendant(s) refused to stop the automated pre-prerecorded calls.
40. Plaintiffs believe and avers that there were at least 3 prerecorded telephone calls from Defendant(s), after Defendant(s) received Plaintiff's cease and desist correspondence thereby warranting \$1,500 in statutory damages per call per Plaintiff, for a total of \$9,000.00 in statutory damages.
41. Plaintiffs suffered emotional distress as a result of Defendant(s) unlawful conduct, with a Dollar value to be proven at trial.

## ATTORNEY FEES

42. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.

43. Plaintiff is entitled to reasonable attorney fees in this matter at a rate of no less than \$350 per hour, or other rate that this Honorable Court deems just and fare, pursuant the fee shifting provision of TCPA and FDCPA.

44. Plaintiff's attorney fees of \$2,100.00 at a rate of \$350.00 per hour, are enumerated below.

a. Consultation with clients in person on two separate occasions, and by phone and by email	2
b. Drafting, editing, review, filing and serving complaint and related documents	2
c. Follow up With Defense	2

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$$6 \times \$350 = \$2,100.00$$

45. Plaintiff's attorney fees continue to accrue as the case move forward.

46. The above stated attorney fees include prosecution of this complaint to the date of the instant filing and reasonable follow up.

**OTHER RELIEF**

47. All previous paragraphs of this complaint are incorporated by reference and made a part of this portion of the complaint.
48. Plaintiff seeks injunctive relief barring further unlawful collection activity.
49. Plaintiff seeks such other relief as this Honorable Court may deem just and proper.
50. Plaintiff requests a jury trial in this matter.

Wherefore, Plaintiff demands judgment against Defendant(s) in the amount of no less than \$11,101.00.

\$1.00 actual damages more or less for postage, stationary , fax, etc.

\$9,000 statutory damages under TCPA

\$2,100 attorney fees

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\$11,101.00

Plaintiff seeks such other relief as the Court deems just and fair.

Vicki Piontek  
Vicki Piontek, Esquire  
Supreme Court ID Number 83559  
Attorney for Plaintiff  
951 Allentown Road  
Lansdale, PA 19446  
717-533-7472  
Fax: 866-408-6735  
palaw@justice.com

1-26-2012  
Date

DAUPHIN COUNTY, PENNSYLVANIA

Allison M. Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436  
and  
Nicholas Linko  
757 Lake Spangenber Road  
Lake Ariel, PA 18436

V.s. Plaintiffs  
American Education Services  
1200 North 7<sup>th</sup> Street  
Harrisburg, PA 17102

and

Pennsylvania Higher Education  
Assistance Agency (PHEAA)  
1200 North 7<sup>th</sup> Street  
HARRISBURG, PA 17102

and

John Does 1-10

and

XYZ Corporations

Defendant(s) :

VERIFICATION

I, Allison Linko have read the attached complaint. The facts stated in the complaint are true and accurate to the best of my knowledge, understanding and belief.

*Allison Linko* 1/24/2012  
Allison Linko  
Date

IN THE COURT OF COMMON PLEAS OF  
DAUPHIN COUNTY, PENNSYLVANIA

Allison M. Linko :  
757 Lake Spangenber Road :  
Lake Ariel, PA 18436 :  
and :  
Nicholas Linko :  
757 Lake Spangenber Road : Civil Action-Law  
Lake Ariel, PA 18436 :  
Vs. Plaintiffs :  
American Education Services :  
1200 North 7<sup>th</sup> Street :  
Harrisburg, PA 17102 :  
and :  
Pennsylvania Higher Education :  
Assistance Agency (PHEAA) :  
1200 North 7TH Street :  
HARRISBURG, PA 17102 :  
and :  
John Does 1-10 : Jury Trial Demanded  
and :  
XYZ Corporations :  
Defendant(s) :

**VERIFICATION**

I, Nicholas Linko, have read the attached complaint. The facts stated in the complaint are true and accurate to the best of my knowledge, understanding and belief.

Nicholas Linko 12/15/11  
Nicholas Linko Date

**American Education Services  
1200 N. 7<sup>th</sup> Street  
Harrisburg, Pa 17102-1444**

Certified Mail 70101060000146132503  
Acct Number 7892569663

November 21, 2011

**REQUEST TO CEASE AUTOMATED CALLS**

Re. Allison Linko Nicholas Linko,  
Phone Number Being Called: (570)-698-4247

I again wish for your offices to stop calling my phone number and stop calling up calls to my home phone. I request you to stop leaving undelivered calls to the home phone.

Please cease and desist these calls to me. The phone number that your company has been calling is 570-698-4247. To date, I have received at least 200 calls from your company on my home phone. This is my house phone. Call 570-698-4247. Do not call my house phone.

Please contact Attorney Vicki Piontek, for Attorney is being represented by her.

Attorney Vicki Piontek  
461 Allentown Rd.  
Wyndale, PA 18448  
• 877-737-8617  
• 888-408-6735

Signature

Allison Linko

Nicholas Linko

**SENDER: COMPLETE THIS SECTION**

COMPLETE THIS SECTION ON DELIVERY

- Complete entries 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on this card so that we can return the card to you.
- Attach this card to the back of the envelope or on the front if separate from envelope.
- Return Addressed to:

AMERICAN DOCUMENTS  
120 N. 7TH STREET  
PHILADELPHIA PA.

3. Service Type		4. Is delivery address different from item 1?	
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Yes	<input type="checkbox"/> Agent
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> No	<input type="checkbox"/> Addressee
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.		
5. Restricted Delivery? (Extra Fee)		6. Day of Delivery	
<input type="checkbox"/> Yes		<input type="checkbox"/> Friday	
<input type="checkbox"/> No		<input type="checkbox"/> Saturday	

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Form 3911, February 1944  
Page 11

**American Education Services  
PHEAA  
1200 N. 7<sup>th</sup> Street  
Harrisburg, Pa 17102-1444**

Certified Mail 70101060000146132516  
Acct Number 7892569863

November 30, 2011

**REQUEST TO CEASE AUTOMATED CALLS**

**Re. Allison Linko      Nicholas Linko,  
Phone Number Being Called: (570)-698-4247**

I again wish for your offices to stop calling my phone number and also all the hang up calls to my home phone. I request you to stop leaving automated calls on the home phone

Please cease and desist these calls to me. The phone number that your company has been calling is 570-698-4247. To date, I have received at least 200 calls from your company on my home phone. This is my house phone. 570-698-4247. Do not call my house phone.

Please contact Attorney Vicki Piontek, for Allison is being represented by her.

Attorney Vicki Piontek  
951 Allentown Rd.  
Lansdale, PA 19446  
P: 877-737-8617  
F: 866-408-6735

Sincerely,  
*Allison Linko*  
Allison Linko  
*Nicholas Linko*  
Nicholas Linko

## SENDER COMPLETION SECTION

## COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

- 1. Article Addressed to:

AMERICAN EDUCATION SERVICES  
120 N. 7TH STREET  
PHILADELPHIA, PA

A. Signature		<input checked="" type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received By or Mailed Name		12/2/11
C. Date of Delivery		12/2/11
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No		YES, enter delivery address below:
<input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
E. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

- 2. Article Number  
*(Transfer from set)*

7010 1060 0001 4613 257b

PG Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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**CERTIFICATE OF SERVICE**

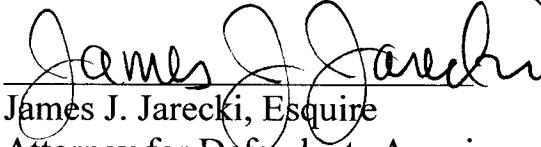
**I HEREBY CERTIFY** under penalty of perjury that a true and exact copy of the foregoing Notice of Removal was forwarded via Federal Express to the following:

Vicki Piontek, Esq.  
951 Allentown Road  
Lansdale, PA 19446

and via U.S. Mail, postage prepaid, to the following:

Stephen Farina, Prothonotary  
Dauphin County Court of Common Pleas  
101 Market Street  
Suite 101  
Harrisburg, PA 17101

Dated: February 24, 2012

  
\_\_\_\_\_  
James J. Jarecki, Esquire  
Attorney for Defendants American  
Education Services and Pennsylvania  
Higher Education Assistance Agency